

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 03/04/2020		2. CONTRACT NO. (If any) 68HERH19D0023		6. SHIP TO: a. NAME OF CONSIGNEE HPOD	
3. ORDER NO. 68HERH20F0175		4. REQUISITION/REFERENCE NO. See Schedule			
5. ISSUING OFFICE (Address correspondence to) HQAD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460				b. STREET ADDRESS US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R	
				c. CITY Washington	e. ZIP CODE 20460
7. TO: (b)(4)				f. SHIP VIA	
a. NAME OF CONTRACTOR EASTERN RESEARCH GROUP, INC.				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 110 HARTWELL AVE STE 1				Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY LEXINGTON		e. STATE MA	f. ZIP CODE 024213134		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OCSP OPPT	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
12. F.O.B. POINT					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award	
a. INSPECTION Destination	b. ACCEPTANCE Destination				
16. DISCOUNT TERMS					

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 112947395 (P2 HUB)Chemical Safety and Source Reduction Hub COR/Invoice Approver: Thomas Uybarreta Telephone: 215-814-2953 Email: Uybarreta.Thomas@epa.gov Continued ...					
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME RTP Finance Center		\$24,379.00				17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts		\$36,895.00				
c. CITY Durham		d. STATE NC	e. ZIP CODE 27711			

22. UNITED STATES OF

AMERICA BY (Signature)

03/04/2020

[Signature]

ELECTRONIC SIGNATURE

23. NAME (Typed)

Derek Davis

TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO
2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/04/2020	CONTRACT NO. 68HERH19D0023	ORDER NO. 68HERH20F0175
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>ALTCOR: Peter Piergiovanni Telephone: 215-814-3442 Email: Piergiovanni.Peter@epa.gov</p> <p>This Task Order is awarded in the amount of \$36,895.00. The base period is fully funded in the amount of \$24,379.00, which the contractor shall not exceed.</p> <p>TOCOR: Thomas Uybarreta Admin Office: HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460</p> <p>Period of Performance: 03/04/2020 to 03/03/2021</p> <p>BASE PERIOD: Pollution Prevention Research, and Providing More Opportunity and Guidance to Region 3 States P2 TAPs Not to exceed (NTE): \$24,379.00 P.O.P: 03/04/2020 - 03/03/2021 Funded: \$24,379.00 Requisition No: PR-R3-20-00149</p> <p>Accounting Info: 19-20-B-03P-000C95-2505-2003PA1001-001 BFY: 19 EFY: 20 Fund: B Budget Org: 03P Program (PRC): 000C95 Budget (BOC): 2505 DCN - Line ID: 2003PA1001-001 Funding Flag: Partial Funded: \$24,379.00</p>				24,379.00	
0002	<p>OPTION PERIOD I: Pollution Prevention Research, and Providing More Opportunity and Guidance to Region 3 States P2 TAPs Not to exceed (NTE): \$12,516.00 P.O.P: 03/04/2021 - 09/03/2021 Funded: \$0.00 (Option Line Item) Continued ...</p>				Option	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$24,379.00

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO
3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
03/04/2020	68HERH19D0023	68HERH20F0175

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	03/04/2021 The obligated amount of award: \$24,379.00. The total for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00



ENVIRONMENTAL PROTECTION AGENCY
Region 3

Chemical Safety and Source Reduction Hub
Contract No. 68HERH19D0023

Statement of Work

Project Title: Pollution Prevention Business Lead Generation and Management

1. STATEMENT OF WORK

1.1. Background and Purpose

EPA Region 3's Pollution Prevention (P2) Program promotes actions to eliminate or reduce pollution at its source. A key part of Region 3's P2 Program is to support state technical assistance providers (TAPs) through grants and partnership. TAPs offer technical assistance to businesses and facilities seeking specific information about source reduction opportunities. TAPs help companies conserve energy and other resources, reduce hazardous wastes in their manufacturing facilities, reduce the costs of compliance with environmental requirements, lower costs and increase their profits. EPA Region 3 can assist TAPs by providing source reduction opportunities at facilities, funding opportunities, and publicly available information reported to EPA.

The P2 grant program reduces millions of pounds of pollution, a million metric tons of carbon dioxide equivalents and nearly a billion gallons of water use every year. The P2 program measures results to determine the success of technical assistance or training efforts.

1.2 Scope of Work

The P2 Program works with businesses, states and other partners to encourage and facilitate businesses to adopt P2 approaches through the development and delivery of P2 information and tools, technical assistance, the funding and facilitation of P2 innovations; and the sharing and amplification of those innovations so that others can replicate those approaches and outcomes. In this regard, through this Task Order (TO), Region 3's P2 program is seeking contractor support in the following areas:

1. Pollution Prevention Research
2. Provide More Opportunity and Guidance to Region 3 States P2 TAPs

1.3 Tasks

This section defines the requirements of this task order, including tasks (or subtasks) to be performed and deliverables or services to be provided to meet the TO's Objectives. The contractor shall address these requirements in the Technical Approach section of their proposal.

Task 1: Provide Pollution Prevention Business Leads per State

The contractor shall generate three pollution prevention business leads per quarter per state. The states will be Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia. A lead is a business that a pollution prevention technical provider can provide pollution prevention services. Pollution prevention services include on and off-site proposals to reduce toxic chemical use, emissions, energy use, water use and operating costs.

Subtask 1.1 Research the Toxic Release Inventory and Other Chemical Reporting Data Bases

The contractor shall research and capture the information on businesses in each state that report large quantities of toxic chemicals. The contractor shall also find and highlight any pollution prevention items reported by the companies in their TRI submissions.

Subtask 1.2: Research Utility and Industry Reports and Data Bases

The contractor shall find utility and industry reports and data bases that identify industry trends showing high energy or water use. The contractor shall identify specific businesses for each state using these trends.

Subtask 1.3: Prepare the Lead for Distribution

Using the information captured from Subtask 1.1 and 1.2, the contractor shall produce three lead reports per state per month for use by that state's TAP to contact the business and offer pollution prevention services.

1.3.1 Deliverables

1.3.1.1 Three business lead reports per quarter per state which will include:

1. Business Name
2. Address
3. Contact
4. Nature of the Business
5. Specific processes to observe
6. Specific chemicals and quantities to address
7. Any high water, emissions, and/or energy usage identified
8. Any other reduction opportunities identified

Subtask 1.4: Populate and Maintain a Status Spreadsheet of Companies Contacted

The contractor shall start and maintain a list of the leads provided including the reduction opportunities to be addressed by the TAPs. TAPs will contact the leads to confirm the information provided by the contractor in Subtask 1.3. TAPs will attempt to provide their P2 services to that business. TAPs will provide feedback on the recommendations they provided to the businesses and any results from implemented recommendations. The contractor will populate their data base with this information.

1.4.1 Deliverables

1.4.1.1 Status Spreadsheet Listing of Leads

Subtask 1.5: Provide a Strategy for Improved Targeting and Lead Generation

After six months and then again after six more months of lead generation, the contractor shall report on the status and success of the lead generation and results from the TAPs engaging with the leads. The contractor shall provide suggestions for refining the lead generation process. The contractor's goal shall be to provide quality leads. Quality leads are those businesses that engage with the TAPs and work on P2 initiatives.

1.5.1 Deliverables

1.5.1.1 Six Month Status Report

Task 2: Program Management and Support (Contract SOW Task 1)

The contractor shall provide program management support by providing a comprehensive and standardized monthly report created in coordination with the TOCOR/ATOCOR. The report will include

the deliverables completed, descriptions of all work, and additional reporting requirements, as described under the tasks listed above.

The Contractor shall also provide TO project management support, including but not limited to, the following:

- a. The contractor shall assign a Task Order project manager to the task order. The TO project manager shall track and provide updates on progress on tasks in this task order. The task order project manager shall meet with TOCOR/ATOCOR, at a minimum, on a biweekly basis to provide updates, receive technical direction, and discuss potential risks to successful execution.
- b. A comprehensive and standardized monthly report shall be created in coordination with the TOCOR/ATOCOR and shall include, at a minimum:
 - i. A list and brief description of deliverables completed and services, rendered
 - ii. An account of travel conducted (if applicable);
 - iii. Direct costs, hours and dollars expended;
 - iv. The balance of hours and dollars remaining under TO ceilings for the current contract year;
 - v. Identification of problems (or issues that may or have impacted work performance) encountered and recommended solutions;
 - vi. Anticipated activities and deliverables for the next reporting period;
 - vii. Projected costs for the upcoming reporting period.
- c. An annual summary report that shall include the following: a summary of services completed and delivered under the appropriate tasks/subtasks, dates of providing services for each task/subtask, dollars and hours spent on each task and/or project as stipulated under this TO.

Monthly reports shall also include all items listed in the contract document under clause F-2 EPAAR 1552.211-72 Monthly Progress Report. Monthly reports are due by the fifteenth (15th) of the following month. Monthly progress reports for this task order should be provided to the TOCOR/ATOCOR and the contract level COR.

2.1.1 Deliverables

2.1.1.1 Contract level monthly reports

2.1.1.2 TO level monthly reports

2.1.1.3 TO level annual reports

2.1.1.4 Bi-weekly meetings with TOCOR/ATOCOR and TO project manager

2.1.2 Acceptance Criteria

Deliverables must be thorough, accurate, and submitted on time.

1.4 Reporting Requirements and Deliverables

For most deliverables, the EPA TOCOR/ATOCOR will assign tentative due dates and instructions when work is routed to the Contractor. If within three business days, the contractor expresses no concern regarding the due date; the date shall be deemed settled by tacit agreement. The contractor shall provide a recommended format for all deliverables.

The contractor shall provide a monthly technical and financial progress report as per the contract clause F.3 1552.211-72 MONTHLY PROGRESS REPORT (JUN 1996) and Subtask 6 of this task order.

The report shall be submitted on or before the 15th business day of each month (following the completion of the first reporting period), with a copy provided (preferably by email) to the EPA Contract level COR and TOCOR/ATOCOR. Any new reporting needs found may be requested by technical direction to the degree permissible under the task order. Unless otherwise specified all monthly reports are due on or before the 15th business day of the month.

SCHEDULE OF DELIVERABLES:

NUMBER	DELIVERABLE TITLE	DELIVERABLE FREQUENCY	FORMAT
1.3.1.1	Three business lead reports per quarter per state	Quarterly, and/or as directed by TOCOR/ATOCOR	As directed by TOCOR/ATOCOR.
1.4.1.1	Status Spreadsheet Listing of Leads	Quarterly, and/or as directed by TOCOR/ATOCOR	As directed by TOCOR/ATOCOR.
1.5.1.1	Six Month Status Report	Semi-Annually, and/or as directed by TOCOR/ATOCOR	As directed by TOCOR/ATOCOR.

1.5 Acceptable Quality Level for Tasks

Contractor shall verify source data before using it to inform the leads they provide.

1.6 Period of Performance

The period of performance of this task order is:

Base: 03/04/2020 – 03/03/2021

Option Period I: 03/04/2021 – 09/03/2021

1.7 Task Order Type: Time & Materials

1.8 Place of Performance

Work may be performed at the contractor's work-site, unless requested by the TOCOR/ATOCOR or required by travel. Work meetings may be conducted via teleconference, unless requested by the TOCOR/ATOCOR.

1.9 Onboarding

Contractors may be required to go through EPA's onboarding process. Contractors who are authorized to work by EPA's Personnel Security Branch will added to the contract. To avoid a delay in resource assignment for new or replaced staff, the Contractor should ensure personnel have the necessary background to receive a successful pass through EPA's fingerprinting and background check.

2. TASK ORDER ADMINISTRATION DATA

2.1 Contract Administration Representatives

Contracting Officer: Derek Davis, davis.derek@epa.gov

Task Order Contracting Officer's Representative (TOCOR)

Tom Uybarreta

RCRA Programs Branch

LCRD

EPA Region 3

1650 Arch Street

Philadelphia, PA 19103

Mail Code: 3LD30

Phone: (215) 814-2953

Uybarreta.Thomas@epa.gov

Assistant Task Order Contracting Officer's Representative (ATOCOR)

Peter Piergiovanni

RCRA Programs Branch

LCRD

EPA Region 3

1650 Arch Street

Philadelphia, PA 19103

Mail Code: 3LD30

Phone: (215) 814-3442

E-mail: piergiovanni.peter@epa.gov

2.2 INVOICING

Invoices shall be submitted in accordance with contract clause G.3 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996).

1 – Clauses

Clauses

Clause List

52.217-9 Option To Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 Calendar days before the expiration of this contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30days (*60 days unless a different number of days is inserted*) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 18(months)(years).

(End of clause)

52.217-8 Option To Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the expiration date of the contract.
(End of clause)

EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at fcsupport@unisonglobal.com.

End of clause

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY HQAD		7. ADMINISTERED BY (If other than Item 6) HPAD	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EASTERN RESEARCH GROUP, INC. Attn: (b)(4) 110 HARTWELL AVE STE 1 LEXINGTON MA 024213134		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)		10A. MODIFICATION OF CONTRACT/ORDER NO. 68HERH19D0023 68HERH20F0175 10B. DATED (SEE ITEM 13) 03/04/2020	
CODE 112947395		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 112947395
ID/IQ EPA Pollution Prevention (P2) Hub and Mission Support Task Order:
Pollution Prevention Business Lead Generation and Management
TOCOR: Thomas Uybarreta InvoiceApprover: Thomas Uybarreta Alt Invoice App: Peter Piergiovanni
The purpose of this unilateral Modification P00001 is to administratively incorporate the attached EPA blanket administrative modification signed by Raoul Scott on July 30, 2020.

All other terms and conditions remain unchanged and in full force and effect.

LIST OF CHANGES:
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sean Gifford	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 10/24/2020

NAME OF OFFEROR OR CONTRACTOR
EASTERN RESEARCH GROUP, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Reason for Modification: Other Administrative Action Clause titled "FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020)" is incorporated by reference. Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 Period of Performance: 03/04/2020 to 03/03/2021				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE	OF	PAGES
2. AMENDMENT/MODIFICATION NUMBER		3. EFFECTIVE DATE 08/13/2020	4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)		
6. ISSUED BY Raoul D. Scott, Director OMS/ARM/OAS/Policy, Training and Oversight Division US Environmental Protection Agency, Mail Code 3802R 1200 Pennsylvania Avenue, NW Washington, DC 20004		CODE	7. ADMINISTERED BY (If other than Item 6)		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) To All EPA Contractors			<input checked="" type="checkbox"/> (X)		9A. AMENDMENT OF SOLICITATION NUMBER		
			<input type="checkbox"/>		9B. DATED (SEE ITEM 11)		
			<input checked="" type="checkbox"/> (X)		10A. MODIFICATION OF CONTRACT/ORDER NUMBER To all EPA Contracts and Orders		
			<input type="checkbox"/>		10B. DATED (SEE ITEM 13)		
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/> (X)	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This contract/order is being modified in accordance with the applicability instructions in interim FAR Case 2019-009, and FAR 4.2105, requiring contracting officers to include FAR clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

See attached for the full text version of FAR 52.204-25. Contractor Acknowledgment of receipt required.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Raoul D. Scott, Director Policy, Training and Oversight Division	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA RAOUL SCOTT Digitally signed by RAOUL SCOTT Date: 2020.07.30 11:40:17 -04'00'	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(b) and in the applicability instructions in interim FAR Case 2019-009, insert the following clause:

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)